

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO. 36 OF 2005

Tetrapak India Private Limited

...Applicant

Versus

Enkay Texofood Industries Limited

...Respondent

Mr. Rahul Chitnis instructed by M/s. Crawford Bayley & Co.
for the Applicant.

CORAM: DALVEER BHANDARI,

C.J.

DATE:

12TH AUGUST, 2005

P.C.

1. Clause 15.2 of the Agreement reads as under:-

“In case of an amicable settlement not reached by ETIL (the respondent herein) and TPIL (the applicant herein), all disputes, controversies, and questions directly or indirectly arising under, out of, in connection with, or in relation to this agreement including, without limitation, all disputes, controversies, and questions relating to the validity, interpretation, construction, performance, termination of this agreement, shall be finally, exclusively and conclusively settled by arbitration of three arbitrators, one to be appointed by the two arbitrators appointed by the parties to this agreement.”

2. According to the said clause, one Arbitrator is to be appointed by each party, and the third Arbitrator shall be the presiding Arbitrator.
3. Notice has been given to the respondent. However, the respondent has not appeared. Pursuant to the notice issued again by the order of this Court dated 19th July, 2005, the applicant was directed to serve the respondent. The respondent has again been served pursuant to the fresh notice. The applicant has filed the affidavit of service Shashikant P. Ahire, a Despatch Peon, dated 25th July, 2005, according to which, the respondent has again been served. Despite service, the respondent does not appear.
4. In the above view of the matter, in the interest of justice, I deem it appropriate to request the Hon'ble Mr. Justice M.H. Kania, a former Chief Justice of India, to accept this arbitration. His Lordship would be at liberty to fix his own fees.
5. This application is accordingly disposed of.

CHIEF

JUSTICE